Military Surface Deployment & Distribution Command

Inconvenience Claims

HQ SDDC PP
Inconvenience Claim

Agenda

- Definition
  - Inconvenience
  - Inconvenience Claim
  - Out-of-Pocket Expense Definition
- How TSPs and PPSOs can minimize customer’s unexpected incurred expenses
- Responsibilities
  - Customer
  - PPSO
  - SDDC
- Process
- Appeals

Definitions

- Inconvenience
  - When a TSP misses an agreed pack/pick-up, Required Delivery Date (RDD), or delivery date

- Inconvenience Claim
  - When the customer incurs out-of-pocket expense for lodging, food, rentals, and directly related household necessities due to missed dates

- Out-of-Pocket Expense
  - Expenses incurred by a customer and their dependents not being able to use essential items from their shipment to establish the household
  - Examples, but not limited to:
    - Lodging
    - “Meal” reimbursement
    - Rental furniture
      - Beds, dinning set, sofas, TV, etc

Minimizing Customers Expenses

- PPSOs

- Inform “all” customers at origin on:
  - Inconvenience claims
    - Claim may be denied, if shipment enters destination SIT
  - Provide good contact details (day/evening numbers/email address) and request driver’s cell number
  - Request vessel information (overseas customers)
    - Name of vessel, Port of Debarkation, and Port of Embarkation
    - Dates shipment is departing and arriving at port
  - Loaner furniture, includes pots/pans (overseas customers)
    - When available and customer chooses not to utilize
      - TSPs are not “required” to reimburse for those specific items

Minimizing Customers Expenses

- TSPs
  - Remain in regular contact with customer, per DTR IV, Chapter 402
  - Shipments due to arrive after the RDD, TSPs must:
    - Contact customers prior to RDD in writing explaining:
      - Shipment will be late/why, current shipment location, new estimated arrive date, and Inconvenience claim information
      - Inform customer of what can be reimbursed; this way the customer is not purchasing items that will not be reimbursed
  - Prior to placing shipment SIT:
    - Contact (email/telephone) customer and inform them of the offer date.
    - Receive no answer, leave offer date on voicemail and email

Lodging Out-of-Pocket Expenses

- Items that could be reimbursed if a customer **“stays in lodging “with” a kitchen”**
  - Lodging receipts

- Items that could be reimbursed if a customer **“stays in lodging “without” a kitchen”** are
  - Lodging receipts
  - Meal receipts

Out-of-Pocket Expenses in Permanent Residence

- Example of items that could be reimbursed if a customer **“has moved into their residence”**
  - Air mattress, pillows
  - Towels, pots, pans, and disposable plates and cutlery, etc
  - Rental furniture (not limited):
    - Bed(s)
    - Dinning set/couch
    - Appliances
    - TV

- Expenses must be reasonable (ex. Wal-Mart/Target/AAFES prices) and directly related to the hardship of living without those specific items

- Prior to the customer purchasing items, we recommend the customer send an email to the TSP and ask what is reimbursable

Non-reimbursable Items

- Compensation on the below **does not** fall under an inconvenience claim and should not be approved by PPSOs unless TSP voluntarily approves
  - Toiletries (beauty/skin/mouth products, toilet paper etc)
  - Cleaning supplies (mop/broom/vaccum, cleaning products)
  - Groceries
  - Snacks (purchased outside of breakfast/lunch/dinner)
  - Military attire (BDUs, dress uniform, PT gear, boots, medals)
    - Personal clothing
  - Activity items (Sporting gear, rentals, motorized vehicles)
  - School supplies
  - Most miscellaneous items (gifts, cosmetics, dry cleaning, movies)

Non-reimbursable Items, cont'd

- Multiple TVs (one TV meets the guidelines)
- Receipts out of the local area of the residence/job location
- Customers on Temporary Living Allowances (TLA)
- Expenses not supported by receipts and/or itemized receipt
  - TSP may voluntarily approve reimbursement
- When NTS shipment delivered prior to and it included:
  - Essential items from the late shipment
- Customer has option to receive loaner items but refuse to use
  - Loaner items are offered on the majority of overseas bases

When TSPs Are Not Liable

- A TSP is not responsible when the delay is due to
  - Acts of God
  - Public enemy
  - Government
  - Public authority
  - Violent strikes
  - Mob interference
  - Delays of Code 5, J and/or T Shipments caused by the Government

- REMEMBER: Inconvenience Claim is a requirement not an entitlement

TSP's Liability

- Lodging
  - Liability not to exceed Per Diem rate based on the customer and number of dependents (e.g., the member/employee and spouse would be expected to share one room in a hotel; additional dependents, depending on age and sex, may require additional rooms)
    - Additional rooms must be pre-approved and authorized in writing by the TSP for reimbursement

- Meals and Incidentals
  - Liability will not exceed the daily Per Diem rate

Filing An Inconvenience Claim

- The customer must file their claim directly with the TSP

- Package will include Customers initial claim notification to the TSP stating
  - How they were inconvenienced
  - Why the item purchases/rentals were necessary
  - An itemized list of charges and accompanying receipts

PPSO's Responsibilities

- PPSOs will make every effort to resolve the issue between the Customer and TSP

- Prior to PPSO reviewing a claim, packages must include
  - Copy of the customers initial claim letter to TSP
  - TSP's response to the customers initial request
  - Itemized list of charges and accompanying receipts

- PPSO screens package for validity, then has two options
  - Concur with TSPs offer and inform customer
  - PPSO submits appeal (on behalf of member) to TSP (in entirety or partial) with substantiating logic

Appealing Through SDDC

- Unresolved claims can be forwarded to SDDC

- When sending packages to SDDC, they must include:
  - customers initial claim letter to TSP and TSP's reply
  - PPSO's appeal to TSP and TSP's reply
  - Itemized list of charges and accompanying receipts (required for reimbursement)
  - GBL, first available day for delivery, delivery date, number of days the shipment was late or missed pickup date (if applicable).
  - PPSOs denial letter

- SDDC will review once we have the complete package

Claim Settlement Timelines

- TSP acknowledges receipt within 7 days of claim notification
  - Settled claims must be paid within 30 days

- If TSP disagrees with PPSO, TSP may appeal to SDDC-PP within 10 days of notification from the responsible PPSO

- If SDDC determines claim is valid, the TSP must settle within 10 days

References/Contacts

- Defense Travel Regulations, Part IV, Chapter 401 H.4.f
- http://www.transcom.mil/dtr/part-iv/dtr_part_iv_401.pdf

- Defense Travel Regulations, Part IV, Appendix B, Tender of Service (TOS), Paragraph B.13 Inconvenience Claims
- http://www.transcom.mil/dtr/part-iv/dtr-part-4-app-b.pdf

- All questions/concerns and appeals on inconvenience claims should be sent directly to the Quality Assurance
  - army.sddc.safb.ppperf@mail.mil

Inconvenience Claim

- Any Questions?